

**Trademark License Agreement**

BUSINESS PROFESSIONALS OF AMERICA

5454 Cleveland Ave. Columbus, OH 43230

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| **Licensee Name:** |  |
| **Store Address:** |  |
| **Telephone:** |  |
| **Person in Charge:** |  |
| **Date:** |  |

Business Professionals of America ("Licensor") is the owner of all rights in and to the Trademark BUSINESS PROFESSIONALS OF AMERICA, including all rights in United States Trademark Registration No. 3,110,772 (the “Mark”). Licensor is a provider of various educational services as well as the seller and licensor of various items, including clothing, such as sweatshirts, t-shirts, blazers, and jackets, and other items bearing the Mark (the “Products”). Licensee desires a license from Licensor to sell Products bearing the Mark.

**AGREEMENT**

**1. GRANT OF LICENSE/QUALITY CONTROL**

Subject to the provisions of this Agreement, Licensor grants to Licensee, and the Licensee accepts a nonexclusive, nontransferable license to use the Mark in connection with sales of Licensor’s Products as approved by Licensor. Licensee shall not use the Mark except in connection with marketing and sales of the Products in accordance with the terms of this Agreement.

**2. OWNERSHIP OF MARKS**

Licensee acknowledges the ownership of the Mark in Licensor, agrees that it will do nothing inconsistent with such ownership and that all use of the Mark by Licensee shall inure to the benefit of and be on behalf of Licensor. Licensee agrees that nothing in this License shall give Licensee any right, title or interest in the Mark other than the right to use the Mark in accordance with this License and Licensee agrees that it will not attack the title of Licensor to the Mark or attack the validity of this License.

**3. ROYALTY FEE**

In exchange for the License granted herein, Licensee agrees to pay Licensor a royalty fee equal to ten percent (10%) of the gross receipts (minus amounts collected and remitted for applicable sales tax) from all sales by Licensee of Products bearing the Mark (the “Royalty”). Licensee shall pay the Royalty to Licensor on a monthly basis no later than fifteen (15) days from the close of the month with respect to which payment is being made. Licensee agrees to pay all local and state sales taxes due as a result of the sale of the Products.

**3. QUALITY CONTROL/AUDIT**

Licensee agrees that it will only use the mark in connection with Products produced or approved by Licensor. In addition, Licensee agrees that it will comply with Licensor’s graphic standards, attached as Exhibit A. Licensor shall have the right, upon reasonable notice to Licensee, to audit the operations, books and records of Licensee to ensure compliance with the terms of this Agreement.

**4. INFRINGEMENT**

Licensee shall notify Licensor promptly of any actual or threatened infringements, imitations, or unauthorized use of the Mark by third parties of which Licensee becomes aware. Licensor shall have the sole right and discretion, at its expense, to bring any action on account of any such infringements, imitations or unauthorized use, and Licensee shall cooperate with Licensor, as Licensor may reasonably request, in connection with any such action brought by Licensor. Unless otherwise agreed by the parties in writing, Licensor shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by Licensor.

**5. TERM**

The License shall continue in force and effect during such time as Licensee continues to sell Products bearing the Mark. In the event that Licensee stops selling Products bearing the Mark for a period of two (2) consecutive years, this Agreement shall be deemed to expire.

**6. TERMINATION**

Licensor or Licensee may terminate this Agreement for any reason by providing 30 days notice in writing to the other party. Licensor may immediately terminate this Agreement upon Licensee's material breach of this Agreement. Upon termination of this Agreement, Licensee agrees to immediately discontinue all use of the Mark and any term confusingly similar thereto, and that all rights in the Mark and the good will connected therewith shall remain the property of the Licensor.

**7. NOTICES**

Any notice, demand, waiver, consent, approval, or disapproval (collectively referred to as “notice”) required or permitted herein shall be in writing and shall be given personally, by messenger, by air courier, by telecopy or by prepaid registered or certified mail, with return receipt requested, addressed to the parties at their respective addresses set forth above or at such other address as a party may hereafter designate in writing to the other party.

**8. NO SUBLICENSING RIGHTS**

Licensee may not authorize, permit or grant sublicenses to third parties to use the Mark.

**9. MODIFICATION, AMENDMENT, SUPPLEMENT, OR WAIVER**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both of the parties to this Agreement. A waiver by either party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

**10. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Ohio. In the event of dispute, such dispute shall be resolved exclusively in a state or federal court situated in Franklin County, Ohio, and the parties hereby submit to the jurisdiction of such courts.

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| **LICENSOR** | **LICENSEE** |
| BUSINESS PROFESSIONALS OF AMERICA | Company Name: |
|  |  |
| Authorized Representative | Authorized Representative |
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| Print Name: | Print Name: |
| Print Title: | Print Title: |